

Telecommunications
E Commerce
Technology
Corporate & Finance
Trademarks
Proprietary Rights
Complex Litigation
General Business Law

The Helein Law Group, P.C.

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Global Telecompetition Consultants, Inc. (GTC)
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REC'D TN
REGULATORY AUTH.

'01 MAY 21 PM 4 21

OFFICE OF THE
EXECUTIVE SECRETARY

Writer's Direct Dial Number

(703) 714-1304

Writer's E-mail Address

bdrumm@helein.com

May 14, 2001

VIA OVERNIGHT DELIVERY

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

01-00449

Re: NOS Communications, Inc.
Application for a Certificate of Public Convenience and Necessity to Provide
Resold and Facilities-Based Intrastate Local Exchange Services

Ladies and Gentlemen:

On behalf of NOS Communications, Inc. ("NOS"), enclosed please find a check in the amount of \$25.00 for the filing fee which was not with NOS' original filing on May 10, 2001, along with a copy of its letter of the same date, per staff instructions.

An additional copy of this letter and filing also is enclosed. Please date-stamp the extra copy and return it to the undersigned in the enclosed postage prepaid envelope. Please direct all inquiries and correspondence with respect to this filing to the undersigned.

Respectfully submitted,



Brian C. Drumm
Regulatory Counsel

Enclosures

VOUCHER NO. 777200376
CK 7538 SRC. 28103
AMT. REC. 25.00
DEPOSIT DATE 5/16/01

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May 10, 2001

VIA OVERNIGHT DELIVERY

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

01-00449

Re: NOS Communications, Inc.
Application for a Certificate of Public Convenience and Necessity to Provide
Resold and Facilities-Based Intrastate Local Exchange Services

Ladies and Gentlemen:

On behalf of NOS Communications, Inc. ("NOS"), we hereby submit an original and one (1) copies of its Application for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Intrastate Local Exchange Services.

An additional copy of this filing is enclosed. Please date-stamp the extra copy and return it to me in the enclosed postage-prepaid envelope. Please address any inquiries or further correspondence concerning this filing to the undersigned.

Respectfully submitted,



Brian C. Drumm
Regulatory Counsel

Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION
OF NOS COMMUNICATIONS, INC., FOR A
CERTIFICATE TO PROVIDE COMPETING
LOCAL TELECOMMUNICATION SERVICES**

**APPLICATION FOR CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), NOS Communications, Inc. ("NOS") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to NOS authority to provide competing local telecommunications services, including resold facilities-based exchange access telecommunications services, within the State of Tennessee. NOS is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201

In support of its Application, NOS submits the following:

1. The full name and address of the Applicant is:

NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, Nevada 89121
Telephone: (702) 547-8000

Questions regarding this Application should be directed to:

Brian Drumm, Esq.
The Helein Law Group, P.C.
8180 Greensboro Drive
Suite 700
McLean, Virginia 22102
Telephone: (703) 714-1300
Facsimile: (703) 714-1330

Contact name and address at the Company is:

Glenn Stockton
Chief Counsel, Tariff and Regulatory Affairs
3365 E. Flamingo, Suite 5
Las Vegas, Nevada 89121

Telephone: (702) 547-8000
Facsimile: (702) 547-8692

2. Organizational Chart of Corporate Structure; Include any pertinent acquisition or merger information.

See **Exhibit A**

3. Corporate Information:

NOS was incorporated in the State of Maryland on November 15, 1989. A copy of NOS' Articles of Incorporation and amendments are provided in **Exhibit B**. A copy of NOS' Authority to Transact Business in the State of Tennessee is provided in **Exhibit C**. The names and addresses of the principal corporate officers are in **Exhibit D**. There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in **Exhibit E**.

4. NOS possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications

In support of its financial qualifications, NOS submits its 2000 unaudited financial statements, as well as overall company projections for 2001, 2002 and 2003, submitted under seal pursuant to the enclosed Motion for Protective Order, in **Exhibit F**. NOS will submit the audited version as soon as it becomes available. Thus, NOS asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee.

Since NOS will be offering resold facilities-based services of other authorized carriers, such as UNE-Ps, it will not be purchasing any equipment and, thus, will not incur any capital expenditures.

NOS' financials, nor their projected financials, reflect any revenues or expenses associated with reciprocal compensation.

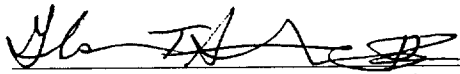
Corporate Surety Bond is provided as **Exhibit G**.

B. Managerial and Technical Ability:

As shown in **Exhibit E** to this Application, NOS has the managerial and technical expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached biographical information, NOS' management team has extensive management and business experience in

exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, NOS' provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 9th day of May, 2001.



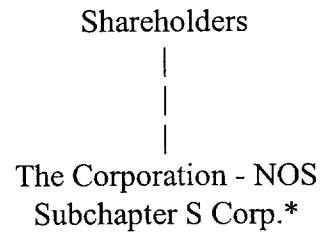
Counsel for NOS Communications, Inc.

NOS Communications, Inc.

Exhibit A

Organizational Chart

Organizational Chart for NOS



Under the IRS Code, Subchapter S corporations cannot have any parent or subsidiary corporations.

NOS Communications, Inc.

Exhibit B

Articles of Incorporation

LIBER0826 FOLIO797

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR PAYMENT

11-15-84 at 8:32 a.m.

ARTICLES OF INCORPORATION

J

NOS COMMUNICATIONS, INC

I

FIRST: The undersigned, James W. Nowak, whose post office address is 17 West Jefferson Street, Suite 202, Rockville, Maryland 20850, being at least eighteen (18) years of age, does hereby associate himself as incorporator with the intent of forming a corporation under and by virtue of the General Corporate Laws of the State of Maryland.

SECOND: The name of the Corporation (which is hereinafter called "Corporation") is NOS Communications, Inc.

THIRD: The purposes for which the Corporation is formed are as follows:

1. To engage in the business of marketing on a commission basis telephone services and usage on behalf of service providers.

2. To do anything permitted by Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

✓ FOURTH: The post office address of the principal office of the Corporation in this State is Suite 508, 6110 Executive Blvd., Rockville, Maryland, 20852. The name and post office address of the Resident Agent of

1984 NOV 15 P 8 32

33-00043

1984 NOV 15 P 8 32

CLERK'S OFFICE
MONTGOMERY COUNTY, MD

the Corporation in this State is Eugene Sandler, # 11, Monterra Ct, Rockville, Maryland, 20850. Said Resident Agent is an individual actually residing in this State.

FIFTH: The total number of shares of capital stock which the Corporation has authority to issue is One Thousand (1000) shares, without par value, all of one class and designated as Common Stock.

SIXTH: The number of Directors of the Corporation shall be three (3), which number may be increased or decreased pursuant to the By-Laws of the Corporation, but the number of Directors shall never be less than three (3), unless the number of stockholders is less than three in which case the number of directors shall be the same as the number of shareholders.

The names of the Directors who shall act until the first annual meeting of the stockholders or until their successors are duly chosen and qualified are:

Eugene Sandler
Richard Kay

SEVENTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers and/or rights of the Corporation and of its Directors and/or stockholders:

A. The Board of Directors of the Corporation is hereby empowered to authorize and issue, from time to time, shares of

its stock, of any class, whether now or hereafter authorized. or securities convertible into shares of its stock of any class or classes, whether now or hereafter authorized.

(2) The Board of Directors of the Corporation may classify or reclassify any unissued shares by fixing or altering in any one or more respects, from time to time before issuance of such shares, the preferences, rights, voting powers, restrictions and qualifications of, the dividends on, the time and prices of redemption of, the dividends on, the time and prices of redemption of, and the conversion rights of, such shares.

The enumeration and definition of a particular power of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other article of the Charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board of Directors under the general Laws of the State of Maryland now or hereafter in force.

EIGHTH: Except as may otherwise be provided by the Board of Directors of the Corporation, no holder of any shares of stock of the Corporation shall have any pre-emptive right to purchase, subscribe for, or otherwise acquire any

shares of stock of the Corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares.

NINTH: (1) As used in this Article NINTH, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland (the "Indemnification Section"), as amended from time to time, shall have the same meaning as provided in the Indemnification Section.

(2) The Corporation shall indemnify a present or former director or officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

(3) With respect to any corporate representative other than a present or former director or officer, the Corporation may indemnify such corporate representative in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section; provided, however, that to the extent a corporate representative other than a present or former director or officer successfully defends on the merits or otherwise any proceeding referred to in subsections (b) or (c) of the Indemnification Section or

any claim, issue or matter raised in such proceeding, the Corporation shall not indemnify such corporate representative other than a present or former director or officer under the Indemnification Section unless and until it shall have been determined and authorized in the specific case by (i) an affirmative vote at a duly constituted meeting of a majority of all the votes cast by stockholders who were not parties to the proceeding, that indemnification of such corporate representative other than a present or former director or officer is proper in the circumstances.

WITNESS WHEREOF, I have signed these Articles of Incorporation this 8th day of November, 1989, and I acknowledge the same to be my act.

WITNESS:

C. Herine Lewis James W. Norah

NOS Communications, Inc.

Exhibit C

Authority to transact business in Tennessee

Secretary of State
Corporations Section
James K. Polk Building, Suite 1800
Nashville, Tennessee 37243-0306

DATE: 07/28/95
REQUEST NUMBER: 3036-0259
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 07/27/95 0936
EFFECTIVE DATE/TIME: 07/27/95 0936
CONTROL NUMBER: 0298095

TO:
HELEIN & WAYS DORF PC
1850 M ST NW S550
WASHINGTON, DE 20036

RE:
NOS COMMUNICATIONS, INC.
APPLICATION FOR CERTIFICATE OF
AUTHORITY - FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF
AUTHORITY - FOR PROFIT

ON DATE: 07/27/95

FROM:
NOS COMMUNICATIONS
SUITE 811
6701 DEMOCRACY BLVD.
BETHESDA, MD 20817-0000

RECEIVED: FEES \$300.00 \$300.00
TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 0000183193
ACCOUNT NUMBER: 00218733



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

NOS Communications, Inc.

Exhibit D

Principal Corporate Officers

Joseph Koppy – President and Secretary
4380 Boulder Highway
Las Vegas, NV 89121

Mike Arnau – CEO
4380 Boulder Highway
Las Vegas, NV 89121

Randy Lemmo – VP Operations
4380 Boulder Highway
Las Vegas, NV 89121

NOS Communications, Inc.

Exhibit E

Biographies of Officers and Key Technical Staff

JOE KOPPY
PRESIDENT
NOS COMMUNICATIONS, INC.

Executive Summary

President – NOS Communications, Inc. (11/95 to present) –

Mr. Koppy currently serves as President of NOS Communications. He is responsible for developing financial budgets and forecasts, participates in the negotiations of all contracts and agreements and maintains relationships with financial institutions and other vendors. He manages information systems, billing, collections, human resources, accounting and finance and general telecommunications for NOS. Mr. Koppy joined NOS in 1995 as Chief Financial Officer and was subsequently promoted to his current position.

Vice President – IDB Mobile Communications, Inc. (9/91 to 11/95)

- Responsible for all accounting, finance, information systems, human resources and office administration functions of IDB Mobile Communications, a satellite communications provider
- Represented IDB Mobile internationally as a member of a joint venture (UK, Canada, Hong Kong and CIS), as well as various committees for INMARSAT (UK)
- Financial point of contact with all major long distance carriers including AT & T, Sprint, Teleglobe, British Telecom, Telstra and Hong Kong Telecom

Audit Manager – Price Waterhouse (9/84 to 9/91)

- Responsible for all phases of audit engagement including initial client contact, fee estimation, budget and planning process, the audit, coordination with predecessor auditors, attorneys and underwriters and filings with the SEC

Education

Washington State University (1980 – 1984)
BA – Accounting

Michael W. Arnau
CEO
NOS Communications, Inc.

Executive Summary

CEO – NOS Communications, Inc. (1/93 to present)

Mr. Arnau currently serves as the company's Chief Executive Officer. He is responsible for strategic planning, as well as the company's day to day operations. Mr. Arnau joined the company in January, 1993 as its Chief Operating Officer, and was subsequently promoted to his current position in May, 1995.

Executive Vice President – Communications Savings, Inc. (3/90 – 10/92)

- Designed and managed all back office operations including provisioning, customer care, maintenance, and collections.
- Managed all carrier (AT&T) and LEC relations.

National Account Manager – AT&T (4/83-11/89)

- Responsible for directing account team in marketing and implementing AT&T's products and services to Fortune 100 companies.

Account Executive – Data Systems Specialist – Southern Bell (12/78 – 4/83)

- Responsible for sales and installation coordination of Bell voice and data products and services.

Marketing Representative – NCR Corporation (10/77-12/78)

- Responsible for selling computer hardware and software systems to the wholesale distribution industry.

Education

University of Florida (1973-1977)
B.S. - Finance

RANDY LEMMO
VICE PRESIDENT OF OPERATIONS
NOS COMMUNICATIONS, INC.

Executive Summary

Vice President of Operations, NOS Communications, Inc. (3/98 to present)

Mr. Lemmo currently serves as Vice President of Operations at NOS Communications. He is responsible for the day to day operations, which includes Provisioning, Data Entry, Quality Assurance, Reject Resolutions, and Customer Care.

Director of Operations, UStel, Inc. (7/93 – 8/95 & 9/96 – 3/98)

- Responsible for day to day operations which included Customer Care, Dedicated Service Provisioning and Switched Access Provisioning
- Implemented Feature Group.D Sub-CIC project for Wholesale accounts. Worked closely with Local Exchange Carriers and Wholesale Service Provider to insure smooth network transition.
- Responsible for Network CIC Deployment for California Base of Customers to Partitioned DMS Switch.
- Responsible for establishing Customer Care Service Center Policies and Procedures.

Dedicated Services Manager, WCT Communications, Inc (1991 – 1993)

Responsible for Provisioning of Dedicated Service orders for high volume direct sales channels as well as wholesale reseller customers. Developed and maintained departmental policies and procedures with regards to service establishment and interaction between Customer's equipment service provider and company technicians. Ultimately responsibilities increased to include direct supervision of Outside Service Technicians within the state of California.

Supervisor, Local Service Consulting Group, PCT, Inc. (1990-1991)

Responsible for providing value-added proposals to existing long distance customers, to include auditing local services provided by various local exchange customers nationwide. Ultimately provided consulting services for local products to include Centrex, equipment and general Local Exchange Carrier Products and Services.

Education

Ohio University, Athens, Ohio (1986-1989)
BS – Communications, Corollary Studies in Interpersonal Communications & Management.

NOS Communications, Inc.

Exhibit F

Financial Information

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
FOR THE STATE OF TENNESSEE**

IN THE MATTER OF THE APPLICATION OF)
NOS COMMUNICATIONS, INC. FOR A)
CERTIFICATE TO PROVIDE COMPETING)
LOCAL TELECOMMUNICATIONS SERVICES)

**MOTION FOR A PROTECTIVE ORDER TO PRESERVE
CONFIDENTIALITY OF APPLICATION EXHIBITS**

In support of its Application to the Tennessee Regulatory Authority ("TRA") for a Certificate to Provide Competing Local Telecommunications Services, NOS Communications, Inc. ("NOS", or "Applicant"), by its attorneys, hereby moves for a protective order to preserve the confidentiality of Applicant's financial information, to be submitted as Applicant's Exhibit F to its Application. In support whereof Applicant incorporates by reference the information set forth in its application and provides the following information and arguments:

- (1) Financial information requested by the TRA in Exhibit F concerns the 2000 unaudited financial statements, as well as overall company projections for 2001, 2002 and 2003.. Applicant considers such information proprietary and confidential.
- (2) NOS is a privately owned company seeking to provide facilities-based local and interexchange telecommunications services in Tennessee. Given the competitive environment in which NOS must operate, it is imperative that NOS be allowed to disclose its financial resources under seal, precluding its numerous competitors from gaining access to this sensitive material.

(3) In addition, the TRA may be guided by the fact that maintaining the confidentiality of NOS' financial statements will in no way prejudice NOS' competitors. The TRA will have the financial information necessary for it to make an informed decision about granting NOS' application to provide resale local and interexchange telecommunications service. The TRA will, therefore, be able to ensure that NOS complies with TRA requirements as have others certified by the TRA. NOS will therefore receive no regulatory advantage over its competitors.

(4) NOS requests protection of its expected customer base for the same competitive reasons. Providing NOS' competitors with such confidential and proprietary information will not assist the Commission in reaching its decision and is not necessary to protect any cognizable interest of NOS' competitors.

WHEREFORE, Applicant respectfully moves the TRA for a protective order to preserve the confidentiality and limit the dissemination of financial information contained in Exhibit F to the Commission's members and staff.

Respectfully submitted this 10 day of May 2001.

For NOS Communications, Inc.

A handwritten signature in black ink, appearing to read 'Brian C. Drumm', written over a horizontal line.

Brian C. Drumm
The Helein Law Group, P.C.
8180 Greensboro Drive, Suite 700
McLean, VA 22102
(v) (703) 714-1300
(f) (703) 714-1330

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
FOR THE STATE OF TENNESSEE**

IN THE MATTER OF THE APPLICATION OF)
NOS COMMUNICATIONS, INC. FOR A)
CERTIFICATE TO PROVIDE COMPETING)
LOCAL TELECOMMUNICATIONS SERVICES)

ORDER

Upon consideration of NOS Communications, Inc.'s Motion For a Protective Order to Preserve Confidentiality of Application Exhibit F, it is on this ____ Day of _____, 2001, ORDERED that Exhibit F, regarding financial information, to the above captioned application be protected from public view and held in the strictest confidentiality by the Tennessee Regulatory Authority.

Administrative Law Judge

NOS Communications, Inc.
Combined Balance Sheet
December 31, 2000

	December	November
ASSETS		
Current Assets:		
Cash	\$2,260,768	\$1,462,958
Accounts receivable	42,545,556	43,044,853
Unbilled Revenue	4,461,404	4,938,504
Allowance for doubtful accounts	(4,011,653)	(4,270,897)
Reserve for credits	(754,922)	(799,895)
A/R - Website Services-IVenue	0	1,846,195
A/R - Website Services-CC/EFT	135,383	204,142
A/R - Freight Services	3,657	106,950
Due from stockholders/partners	0	28,908
Due from IVenue	2,537,055	2,740,796
Note Receivable - IVenue	1,670,000	0
Deferred tax credit	1,824,905	486,121
Prepaid expenses	2,069,933	1,020,863
Other	246,482	2,320,064
Total current assets	52,988,568	53,129,562
Fixed Assets:		
Equipment under Capital Leases	18,266,159	19,291,342
Office & Other Equipment	13,133,964	12,243,923
Leasehold improvements	5,211,473	5,185,176
Gross fixed assets	36,611,596	36,720,441
Accumulated depreciation	(16,812,532)	(16,193,516)
Net fixed assets	19,799,064	20,526,925
Other Assets:		
Deposits	679,981	705,101
Total other assets	679,981	705,101
Total Assets	\$73,467,613	\$74,361,588

NOS Communications, Inc.
Combined Balance Sheet
December 31, 2000

	December	November
LIABILITIES & EQUITY		
Current Liabilities:		
Accounts payable	\$1,198,900	\$2,894,580
Accounts payable - line usage	0	13,998,734
Accrued expenses	10,540,008	8,785,357
Commissions payable	454,352	528,079
Excise taxes payable	5,696,982	4,811,104
Deferred Revenue	1,057,702	1,115,394
Deferred income taxes	46,600	50,000
Current portion N/P - Other	5,356,557	5,575,229
Current Portion N/P - Hablesen	308,792	306,303
Current Portion N/P - Ryan Yu	126,523	125,503
Total current liabilities	24,786,416	38,190,283
Long-term Liabilities:		
Line of credit	28,789,010	17,758,978
Notes payable - Other	3,534,218	3,855,686
Note payable - Hablesen	81,990	108,883
Note payable - Ryan Yu	127,283	138,302
Total long-term liabilities	32,532,501	21,861,849
Equity (deficiency):		
Partners' capital/retained earnings	15,665,023	13,825,783
Common stock	483,673	483,673
Total equity (deficiency)	16,148,696	14,309,456
Total liabilities and equity	\$73,467,613	\$74,361,588

NOS Communications, Inc.
Combined Statement of Income
For the Month Ending December 31, 2000

	December 2000	%	November 2000	%
Revenue				
Long Distance Services	\$21,646,004	93.91%	\$26,987,599	96.68%
Local Services	168,144	0.73%	184,704	0.66%
Website Services	1,205,012	5.23%	715,123	2.56%
Freight Services	31,584	0.14%	26,109	0.09%
Total Revenue	23,050,744	100.00%	27,913,535	100.00%
Cost of Revenue				
Long Distance Services	5,486,149	25.34%	5,939,366	22.01%
Local Services	154,561	91.92%	183,477	99.34%
Website Services	654,185	54.29%	236,175	33.03%
Freight Services	22,988	72.78%	18,060	69.17%
Total Cost of Revenue	6,317,883	27.41%	6,377,078	22.85%
Direct Gross Profit	16,732,861	72.59%	21,536,457	77.15%
Selling Expenses				
Upfront commissions - agents	12,539	0.05%	98,640	0.35%
Promotional Programs	(2,597,692)	-11.27%	1,310,440	4.69%
Residual commissions - agents	208,596	0.90%	204,632	0.73%
Total Selling Expenses	(2,376,557)	-10.31%	1,613,712	5.78%
Gross Profit	19,109,418	82.90%	19,922,745	71.37%
General and Administrative				
Accounting/Other Services	77,451	0.34%	59,070	0.21%
Advertising - Employment	76,839	0.33%	10,811	0.04%
Automobile & Transportation	29,832	0.13%	44,289	0.16%
Bad Debts	846,891	3.67%	1,946,709	6.97%
Bank Charges	37,956	0.16%	44,934	0.16%
Billing charges	265,856	1.15%	312,825	1.12%
Insurance	409,824	1.78%	491,705	1.76%
Leads	116,488	0.51%	13,515	0.05%
Legal Expenses	291,452	1.26%	501,758	1.80%
Office Equipment Lease	58,614	0.25%	59,766	0.21%
Office Furniture Rental	13,501	0.06%	14,619	0.05%
Office Supplies & Expenses	242,653	1.05%	222,538	0.80%
Postage and Freight	30,536	0.13%	31,160	0.11%
Professional Services	258,241	1.12%	375,933	1.35%
Recruiting	0	0.00%	4,573	0.02%
Rent	157,297	0.68%	157,297	0.56%
Repairs and Maintenance	75,594	0.33%	64,264	0.23%
Salaries and Taxes	7,800,887	33.84%	8,254,128	29.57%
Commissions - Employees	670,224	2.91%	712,250	2.55%
Taxes and Licenses	258,848	1.12%	200,487	0.72%
Telephone	745,869	3.24%	823,999	2.95%
Travel and Entertainment	271,731	1.18%	102,044	0.37%
Utilities	64,487	0.28%	67,652	0.24%
Other	163,348	0.71%	145,381	0.52%
Total General and Administrative	12,964,419	56.24%	14,661,707	52.53%
Operating Income	6,144,999	26.66%	5,261,038	18.85%
Amortization and Depreciation	619,016	2.69%	617,751	2.21%
Interest Expense (Income)	302,511	1.31%	330,116	1.18%
Net Income	\$5,223,472	22.66%	\$4,313,171	15.45%

NOS Communications, Inc.
Combined Statement of Income
For the Twelve Months Ending December 31, 2000

	December 2000	%	2000 YTD	%
Revenue				
Long Distance Services	\$21,646,004	93.91%	\$340,451,132	96.50%
Local Services	168,144	0.73%	2,623,397	0.74%
Website Services	1,205,012	5.23%	9,335,587	2.65%
Freight Services	31,584	0.14%	377,638	0.11%
Total Revenue	23,050,744	100.00%	352,787,754	100.00%
Cost of Revenue				
Long Distance Services	5,486,149	25.34%	81,939,549	24.07%
Local Services	154,561	91.92%	2,596,885	98.99%
Website Services	654,185	54.29%	2,169,260	23.24%
Freight Services	22,988	72.78%	284,509	75.34%
Total Cost of Revenue	6,317,883	27.41%	86,990,203	24.66%
Direct Gross Profit	16,732,861	72.59%	265,797,551	75.34%
Selling Expenses				
Upfront commissions - agents	12,539	0.05%	2,658,574	0.75%
Promotional Programs	(2,597,692)	-11.27%	8,593,015	2.44%
Residual commissions - agents	208,596	0.90%	2,683,137	0.76%
Total Selling Expenses	(2,376,557)	-10.31%	13,934,726	3.95%
Gross Profit	19,109,418	82.90%	251,862,825	71.39%
General and Administrative				
Accounting/Other Services	77,451	0.34%	784,431	0.22%
Advertising - Employment	76,839	0.33%	2,282,874	0.65%
Automobile & Transportation	29,832	0.13%	348,960	0.10%
Bad Debts	846,891	3.67%	24,108,404	6.83%
Bank Charges	37,956	0.16%	564,855	0.16%
Billing charges	265,856	1.15%	4,314,696	1.22%
Insurance	409,824	1.78%	6,062,134	1.72%
Leads	116,488	0.51%	378,198	0.11%
Legal Expenses	291,452	1.26%	5,347,577	1.52%
Office Equipment Lease	58,614	0.25%	699,520	0.20%
Office Furniture Rental	13,501	0.06%	386,664	0.11%
Office Supplies & Expenses	242,653	1.05%	4,353,947	1.23%
Postage and Freight	30,536	0.13%	349,876	0.10%
Professional Services	258,241	1.12%	3,217,770	0.91%
Recruiting	0	0.00%	96,960	0.03%
Rent	157,297	0.68%	1,834,093	0.52%
Repairs and Maintenance	75,594	0.33%	823,479	0.23%
Salaries and Taxes	7,800,887	33.84%	117,979,173	33.44%
Commissions - Employees	670,224	2.91%	12,514,025	3.55%
Taxes and Licenses	258,848	1.12%	2,681,253	0.76%
Telephone	745,869	3.24%	9,874,173	2.80%
Travel and Entertainment	271,731	1.18%	1,657,705	0.47%
Utilities	64,487	0.28%	879,839	0.25%
Other	163,348	0.71%	2,043,796	0.58%
Total General and Administrative	12,964,419	56.24%	203,584,402	57.71%
Operating Income	6,144,999	26.66%	48,278,423	13.68%
Amortization and Depreciation	619,016	2.69%	6,997,985	1.98%
Settlement (Income)	0	0.00%	(3,000,000)	-0.85%
Settlement Expense	0	0.00%	174,500	0.05%
Interest Expense (Income)	302,511	1.31%	4,229,311	1.20%
Net Income	\$5,223,472	22.66%	\$39,876,627	11.30%

NOS Communications Inc.
Combined Statement of Cash Flows
For the Month Ended December 31, 2000

	<u>December</u>	<u>Year To Date</u>
Net cash provided by (used in) operating activities:		
Net Income (Loss)	\$ 5,223,472	\$ 39,876,627
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	619,016	6,997,985
(Gain)/Loss on the sale of assets	-	(30,579)
Provision for doubtful accounts	846,891	24,108,404
Decrease (Increase) in assets:		
Accounts receivable	1,843,536	(14,813,306)
Due from Partners/stockholders	28,908	-
Due from Ivenue	(1,466,259)	(4,107,055)
Deferred tax credit	(1,338,784)	(563,369)
Prepaid expenses	(1,049,070)	(775,896)
Deposits	25,120	30,631
Other Assets	2,073,582	(164,132)
Increase (Decrease) in liabilities:		
Accounts payable	(1,695,680)	(1,757,758)
A/P line usage	(13,998,734)	(7,878,027)
Accrued expenses	2,509,110	4,757,635
Due to stockholders/partners	-	-
Accrued income taxes	(3,400)	(3,400)
Net cash provided by operating activities	(6,382,292)	45,677,760
Net cash (used in) investing activities:		
Proceeds from sale of equipment	-	591,997
Capital Expenditures	108,845	(2,125,915)
Net cash (used in) investing activities	108,845	(1,533,918)
Net cash provided by (used in) financing activities:		
Net borrowing (payments) on Notes Payable	(574,543)	(7,750,297)
Line of Credit borrowing (repayment)	11,030,032	549,933
Distributions to Partners	(3,384,232)	(40,956,608)
Net cash provided by (used in) financing activities:	7,071,257	(48,156,972)
Net increase (decrease) in cash	797,810	(4,013,130)
Cash at beginning of period	1,462,958	6,273,898
Cash at end of period	2,260,768	2,260,768
Supplemental Disclosure:		
Assets Acquired through capital lease	\$ -	\$ 4,514,659

NOS Communications, Inc.

Exhibit G

Corporate Surety Bond

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: S-900-1055

WHEREAS, NOS COMMUNICATIONS INC. (the "Principal"),
has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, WASHINGTON INTERNATIONAL INSURANCE COMPANY
(the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 13TH day of APRIL, 2001 and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

NOS COMMUNICATIONS INC.

Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Name:
Title:



SURETY

WASHINGTON INTERNATIONAL INSURANCE COMPANY

Name of Surety
1200 ARLINGTON HEIGHTS RD., STE. 400
ITASCA, IL 60143

Address of Surety

SIGNATURE OF SURETY AGENT

Name: VALERIE M. PEARCE
Title: ATTORNEY-IN-FACT

Address of Surety Agent:
ROBERT F. DRIVER CO., INC.
1620 FIFTH AVENUE
SAN DIEGO, CA 92101

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of San Diego

On 4-13-01 before me, America San Martin, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Valerie M. Pearce
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/her/their authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

America San Martin
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ACKNOWLEDGMENT OF PRINCIPAL

NEVADA
STATE OF TENNESSEE

COUNTY OF CLARK

[Signature]

Before me, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of _____, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 27 day of April, 2001.

My Commission Expires:

April 6, 2004

[Signature]
Notary Public



Notary Public - State of Nevada
County of Clark
DANIEL LIND
My Appointment Expires
April 6, 2004
No: 00-61832-1

ACKNOWLEDGMENT OF SURETY

STATE OF TENNESSEE

COUNTY OF _____

Before me, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of _____, the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this _____ day of _____, 20____.

My Commission Expires:

_____, 2000

Notary Public

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:

WASHINGTON INTERNATIONAL INSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That the Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona, and having its principal office in the Village of Itasca, Illinois does hereby constitute and appoint

**JEROLD D. HALL, SANDRA J. LITTLE, CHRIS A. LYDICK, LETICIA SAN MARTIN,
CHRISTINE A. PATERSON, VALERIE M. PEARCE, BART B. STEWART AND J.T. WARNOCK
EACH IN THEIR SEPARATE CAPACITY**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required, or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said Washington International Insurance Company as fully and amply, to all intents and purposes, as if the same has been duly executed and acknowledged by its President and / or its principal officers.

This Power of Attorney shall be limited in amount to \$7,500,000.00 for any single obligation.

This Power of Attorney is issued pursuant to authority granted by the resolutions of the Board of Directors adopted March 22, 1978, July 3, 1980 and October 21, 1986 which read, in part, as follows:

1. The Chairman of the Board, President, Vice President, Assistant Secretary, Treasurer and Secretary may designate Attorneys-in-Fact, and authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds, and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and to appoint Special Attorneys-in-Fact, who are hereby authorized to certify copies of any power-of-attorney issued in pursuant to this section and/or any of the By-Laws of the Company, and to remove, at any time, any such Attorney-in-Fact or Special Attorney-in-Fact and revoke the authority given him.
2. The signatures of the Chairman of the Board, the President, Vice President, Assistant Secretary, Treasurer and Secretary, and the corporate seal of the Company, may be affixed to any Power of Attorney, certificate, bond or undertaking relating thereto, by facsimile. Any such Power of Attorney, certificate bond or undertaking bearing such facsimile signature or facsimile seal affixed in the ordinary course of business shall be valid and binding upon the Company.

IN TESTIMONY WHEREOF, the Washington International Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of November, 1999.

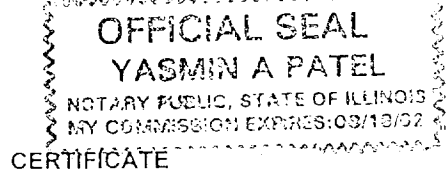
WASHINGTON INTERNATIONAL INSURANCE COMPANY

Steven P. Anderson, Vice-President



On this 29th day of November, 1999, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the Washington International Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company;

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year first above written.



Yasmin A. Patel, Notary Public
My Commission Expires August 18, 2002

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, the undersigned, Vice-President of WASHINGTON INTERNATIONAL INSURANCE COMPANY, an ARIZONA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article III, Section 5 of the By-Laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed in the County of Dupage. Dated the 13TH day of APRIL, 2001.

James A. Carpenter, Vice-President

NOS Communications, Inc.

Exhibit H

Jurisdictions in which Company is currently authorized

Applicant is currently authorized to provide resold intrastate, interexchange telecommunications services in all 48 lower states. Applicant is also currently authorized to provide resold local exchange telecommunications services in Arizona, California, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Nevada, New York, New Jersey, Ohio, Pennsylvania, South Carolina, Texas, Virginia, and Washington. Applicant either has applications pending or is in the process of filing applications in the following states: Arkansas, Colorado, Connecticut, Delaware, D.C., Florida, Idaho, Iowa, Kansas, Maine, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Mexico, N. Carolina, N. Dakota, Oklahoma, Oregon, Rhode Island, S. Dakota, Tennessee, Utah, Vermont, Wisconsin, and Wyoming.

NOS Communications, Inc.

Exhibit I

Small and Minority-Owned Telecommunications Business Participation Plan

Pursuant to T.C.A. § 65-5-212, as amended, NOS submits this small and minority-owned Telecommunications business participation plan statement. Since NOS will be providing services through resold facilities and other resale bases, NOS will not be purchasing goods and services from any telecommunications businesses. As such, NOS does not have a plan for purchasing goods and services from small and minority telecommunications businesses, for a program to provide technical assistance to such businesses. NOS will notify the TRA should this status change at any time in the future.

NOS Communications, Inc.

Exhibit J

List of ILECs Notice of Application was sent to

LISTING
INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)

- 1) **ARDMORE TELEPHONE COMPANY, INC.**
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449
(205) 423-2131
(205) 423-2208 (Fax)

- 2) **BELLSOUTH**
333 Commerce Street
Nashville, TN 37201-3300
(615) 214-3800
(615) 214-8820 (Fax)

- 3) **CENTURY TELEPHONE OF ADAMSVILLE**
P.O. Box 405
116 N. Oak Street
Adamsville, TN 38310
(901) 632-3311
(901) 632-0232 (Fax)

- 4) **CENTURY TELEPHONE OF CLAIBORNE**
P.O. Box 100
507 Main Street
New Tazewell, TN 37825
(423) 626-4242
(423) 626-5224 (Fax)

- 5) **CENTURY TELEPHONE OF OOLTEWAH-COLLEGE DALE, INC.**
P.O. Box 782
5616 Main Street
Ooltewah, TN 37363
(423) 238-4102
(423) 238-5699 (Fax)

- 6) **CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE**
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

LISTING
INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)

- 7) **CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE**
P.O. Box 770
300 Bland Street
Bluefield, WV 24701
- 8) **LORETTO TELEPHONE COMPANY, INC.**
P.O. Box 130
Loretto, TN 38469
(931) 853-4351
(931) 853-4329 (Fax)
- 9) **MILLINGTON TELEPHONE COMPANY, INC.**
P.O. Box 429
4880 Navy Road
Millington, TN 38083-0429
(901) 872-3311
(901) 873-0022 (Fax)
- 10) **SPRINT-UNITED**
112 Sixth Street
Bristol, TN 37620
(423) 968-8161
(423) 968-3148 (Fax)
- 11) **TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.**
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610
(423) 966-5828
(423) 966-9000 (Fax)
- 12) **TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY**
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552
(931) 535-2200
(931) 535-3309 (Fax)
- 13) **TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.**
P.O. Box 9

LISTING
INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)

102 Spence Street
Tellico Plains, TN 37385-0009
(423) 671-4600
(423) 253-7080 (Fax)

14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY

P.O. Box 18139
Knoxville, TN 37928-2139
(423) 922-3535
(423) 922-9515 (Fax)

15) TEC-CROCKETT TELEPHONE COMPANY, INC.

P.O. Box 7
Friendship, TN 38034
(901) 677-8181

16) TEC-PEOPLE'S TELEPHONE COMPANY, INC.

P.O. Box 310
Erin, TN 37061
(931) 289-4221
(931) 289-4220 (Fax)

17) TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.

P.O. Box 10
244 E. Main Street
Bradford, TN 38316
(901) 742-2211
(901) 742-2212 (Fax)

18) UNITED TELEPHONE COMPANY

P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034
(931) 364-2289
(931) 364-7202 (Fax)

NOS Communications, Inc.

Exhibit K

Numbering Issues Statement

Applicant, NOS Communications, Inc. will be purchasing the UNE-P from other resellers and will therefore not be acquiring its own NXXs. Should NOS Communications, Inc. later modify the services it offers in Tennessee such that NXXs would be acquired, NOS Communications, Inc. would then supplement this statement and application appropriately at that later date.

NOS Communications, Inc.

Exhibit L

Tennessee Specific Operational Issues

- 1) NOS Communications, Inc. will not bill for countywide calls within Tennessee. NOS will avoid charging for countywide calls by adopting the VH.dbf look-up table standard. The VH.dbf standard, as created by AT&T and maintained by Telcordia, has been utilized for this purpose industry-wide, and is an accepted method of preventing the billing of countywide calls. This industry standard, as further described below, will prevent the billing of charges of county-wide calls, as well as ensure that calls within the metro calling areas will not be billed long distance charges for those calls.

The location of the call origination is identified, using the NPA-NXX of the originating WTN and the VH.dbf look-up table. The termination location of the call is then identified using the NPA-NXX of the terminating WTN and Vh.dbf look-up table. Then, a determination is made to see if the distance between the two points is twenty-two (22) miles or less, using the origination and termination WTN locations. If the mileage is twenty-two miles or less, the call is identified as intra-county and not billed to the customer. If the mileages is greater than twenty-two miles, the call is billed to the customer as intrastate long distance.

- 2) NOS is aware of the Tennessee County Wide Calling database maintained by Bellsouth and the procedures for entering telephone numbers on the database.
- 3) NOS is aware of the local calling areas provided by the ILEC's in Tennessee.
- 4) NOS will implement the VH.dbf look-up table standard procedures discussed in further detail in 1, above, in order to ensure that customers will not be billed long distance charges for calls within the metro calling areas.

NOS Communications, Inc.

Exhibit M

Sworn Pre-filed testimony

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSE**

**PREFILED DIRECT TESTIMONY OF RANDY LEMMO FILED ON BEHALF OF NOS
COMMUNICATIONS, INC.**

Q. Please state your name , business address and position.

A. Randy Lemmo, 4380 Boulder Highway, Las Vegas, Nevada, 89121. I am the Vice President of Operations of applicant NOS Communications, Inc. (hereinafter "NOS" or "Company").

Q. Please describe your duties as Vice President of Operations?

A. Essentially, I am responsible for the day to day operations of the company.

Q. Please describe your business experience and educational background.

A. Prior to my current position with NOS, I was the Director of Operations for Ustel, Inc. There, too, I was responsible for the day to day operations, which included Customer Care, Dedicated Service Provisioning and Switch Access Provisioning. Prior to working for UStel, I was the Dedicated Services Manager at WCT Communications, Inc., where I was responsible for the provisioning of dedicated service orders for high volume direct sales channels, as well as wholesale reseller customers. In addition, I was ultimately responsible for the direct supervision of outside service technicians within the state of California. Prior to that time, I was a Supervisor at Local Service Consulting Group, PCT, Inc. My responsibilities included providing value added proposals to existing long distance customers, to include auditing local services provided by various local exchange customers nationwide. During my tenure there, I also provided consulting services for local products to include Centrex, equipment and general Local Exchange Carrier

products and services. I hold a Bachelors in Science in Communications, with corollary studies in Interpersonal Communications and Management from Ohio University in Athens, Ohio.

Q. Are all the statements in NOS' Application true and correct to the best of your knowledge, information and belief?

A. Yes.

Q. Please describe NOS' current corporate structure.

A. NOS is an S-corporation organized under the laws of the State of Maryland. The Company is owned equally by Rosette Delug and Robert Lichtenstein.

Q. Does NOS possess the requisite managerial, financial and technical abilities to provide the services for which it has applied for authority?

A. Yes.

Q. Mr. Lemmo, would you please describe the company's technical, managerial and financial ability to provide the service heretofore mentioned in the application and in this testimony?

A. NOS has telecommunications experience through our officers and employees. In addition to my experience, the company has several employees, officers and directors who possess a significant amount of telecommunications expertise in virtually every area of the industry. As evidenced in the Application, NOS has authority to provide local and interexchange telecommunications services in numerous jurisdictions and, thus, the requisite technical capabilities. Further, since NOS will be providing its services on a resale basis, it can draw upon the technical resources of its underlying carriers. NOS has provided the Commission

with up to date financial information. Since NOS will not be constructing network or switching facilities, the company does not anticipate large expenditures of capital; therefore, initial start up costs for the State of Tennessee should be minimal. NOS has more than sufficient access to capital to fulfill any of its obligations with respect to reselling local telephone services in the State of Tennessee.

Q. Please describe the services NOS will be offering in Tennessee.

A. NOS is seeking authority to provide local telecommunications services to the public statewide on a facilities based basis by reselling facilities based and other service of other carriers. NOS will provide essentially the same local exchange telecommunications services to the public in the state of Tennessee, now furnished by Incumbent Local Exchange Companies, including UNE-P.

Q. Will NOS offer service to all consumers within its service area?

A. Yes, NOS intends on offering services to both business and residential customers.

Q. Does NOS plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?

A. NOS is seeking authority to provide to resell facilities-based and other local exchange services statewide.

Q. Will the granting of a certificate of convenience and necessity to NOS service the public interest?

A. Yes. Approval of NOS' application will serve the public interest by creating greater competition in the telecommunications marketplace, thus providing

consumers with additional choices for long distance and local services. Based on the information supplied herein, NOS' proposed service offerings will provide Tennessee consumers with high quality, telephonic communications at reasonable rates.

Q. Does NOS intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?

A. Yes.

Q. Has any state ever denied NOS or one of its affiliates authorization to provide intrastate service?

A. No, NOS has never been denied intrastate authority and is authorized to provide the same in the jurisdiction listed in the application.

Q. Has any state ever revoked the certification of NOS or one of its affiliates?

A. No.

Q. Has NOS or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?

A. No.

Q. Who is knowledgeable about NOS's operations and will serve as its regulatory and customer service contact.

A. Glenn Stockton, NOS' Chief Counsel for Tariff and Regulatory Affairs will serve as the in-house contact on regulatory and customer service issues. Regulatory questions may also be directed to Brian Drumm of The Helein Law Group, P.C., NOS' regulatory counsel.

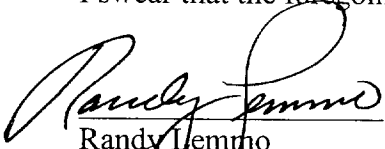
Q. Please explain in detail NOS' proposed procedures for responding to information requests from the TRA and its staff.

A. All information requests sent to NOS will be addressed within the requisite time period by either the Company or regulatory counsel, as is deemed appropriate. NOS and its regulatory counsel will cooperate with the TRA and its staff to respond to all information requests in a timely and substantively satisfactory manner.

Q. Does this complete your testimony?

A. Yes.

I swear that the foregoing testimony is true and correct to the best of my knowledge.


Randy Lemmo
VP Operations
NOS Communications, Inc.

Subscribed and sworn to before me this 9th day of May, 2001.

Notary Public

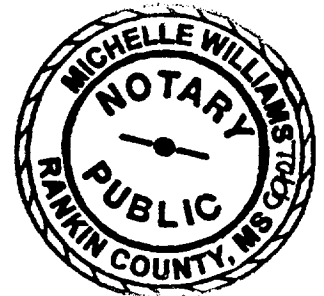
Mississippi
State of ~~Wyoming~~

Hinds
County of ~~Clark~~.

My Commission Expires: _____

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 16, 2004
BONDED THRU STEGALL NOTARY SERVICE

Michelle Williams Tabb



NOS Communications, Inc.

Exhibit N

List of Local Service Complaints by Jurisdiction

Attached the commission will find a breakdown of any local service complaints we have received in states where NOS Communications, Inc. already has authorization to provide local service.

<u>California</u>	<u>Number of Complaints</u>	<u>Status</u>
Slamming	0	Resolved
Bill Error	13	Resolved
Provisioning Error	3	Resolved
Fees/Surcharges	3	Resolved
Rate Increase	2	Resolved
No Call Back	1	Resolved
Other	24	Resolved
Cancellation	1	Resolved
TOTALS:	47	Resolved

<u>Massachusetts</u>	<u>Number of Complaints</u>	<u>Status</u>
Slamming	0	Resolved
Bill Error	3	Resolved
Provisioning Error	0	Resolved
Fees/Surcharges	0	Resolved
Rate Increase	0	Resolved
No Call Back	0	Resolved
Other	2	Resolved
Cancellation	0	Resolved
TOTALS:	5	Resolved

<u>New York</u>	<u>Number of Complaints</u>	<u>Status</u>
Slamming	0	Resolved
Bill Error	2	Resolved
Provisioning Error	0	Resolved
Fees/Surcharges	0	Resolved
Rate Increase	0	Resolved
No Call Back	0	Resolved
Other	4	Resolved
Cancellation	0	Resolved
TOTALS:	6	Resolved

The following is a list of states where NOS Communications, Inc. has authorization to provide local service, but has not received complaints regarding that service.

Arizona
Florida
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Nevada
Ohio
Pennsylvania
South Carolina
Texas
Washington

NOS Communications, Inc.

Exhibit O

Proposed Tariff

TITLE SHEET

RESOLD LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

OF

NOS Communications, Inc.

4380 Boulder Highway
Las Vegas, NV 89121

This Tariff applies to the Resold and Facilities-Based Local Exchange Telecommunications Services furnished by NOS Communications, Inc. ("Carrier") between one or more points in the State of Tennessee. This Tariff is on file with the Tennessee Regulatory Authority and copies may be inspected during normal business hours at Carrier's principal place of business.

Issued:

Issued by: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121

Effective:

CHECK SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Signifies a **changed** condition or regulation.
- (D) - Signifies a **deleted** or **discontinued rate**, regulation or condition.
- (I) - Signifies a change resulting in an **increase** to a Customer's bill.
- (M) - Signifies material **moved** from another Tariff location.
- (N) - Signifies a **new** rate, regulation or condition.
- (R) - Signifies a change resulting in a **reduction** to a Customer's bill.
- (T) - Signifies a change in **text** but no change in rate or charge.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Regulatory Authority.. For example, the 4th revised Sheet cancels the 3rd revised Sheet 14. Because of various suspension periods deferrals, etc. the Regulatory Authority follows in their Tariff approval process, the most current sheet number on file with the Regulatory Authority is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in Tariffs.

2.1
2.1.A
2.1.A.1
2.1.A.1.a

- D. Check Sheets - When a Tariff filing is made with the Regulatory Authority, an undated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Regulatory Authority.

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APPLICATION OF TARIFF

This Tariff set forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunication services by means of resold services of NOS Communications, Inc.

The provision of local exchange telecommunications services is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding issues.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's service.

Business Day - Monday-Friday 8:00am-5:00; Saturdays, Sundays and legal holidays are not recognized as business days.

Called Station - The termination point of a call.

Calling Card - A card issued by the Company containing sufficient information to enable charges for calls made to be properly billed on a pre-arranged basis. (see "Travel Card" definition)

Calling Station - The originating point of a call.

Carrier -or- Common Carrier - An authorized company or entity providing underlying network telecommunications services to the public.

Company or Carrier - NOS Communications, Inc.

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Customer Dialed Calling Card Call - A Calling Card Call which does not require intervention by an attended operator position to complete.

Debit Card - A Calling Card issued by the Company in return for pre-payment of an amount certain by the Customer. (see "Travel Card" definition)

Holiday - New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day.

ILEC - Incumbent Local Exchange Carrier.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall interruption include the failure of any service or facilities provided by a common Carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is Interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or applicable by law.

LATA - Local Access and Transport Area - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Carrier - A company which furnishes local exchange telecommunications services.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Residential Rules - The Rules and Regulations Relating to Telephone Service to Residential Customers as adopted by the Tennessee Regulatory Authority and applicable Tennessee law.

Subscriber - (see "Customer" definition)

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other similar communications or form of intelligence.

T.R.A. - Tennessee Regulatory Authority.

Travel Card - A pre-paid or post-paid calling card issued by Carrier which allows Customers to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Customer's regular monthly bill. Calls charges to a Carrier-issued debit Travel Card will be charged against the debit account.

User - Any person or entity which makes use of services provided under this Tariff.

Verified Account Code - A numerical code used to identify users or groups of users on an account and to allocate the costs of service accordingly. Account codes are verified by a pre-defined list of codes maintained by the Company.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.A. This Tariff contains the regulations and rates applicable to the resale of local, intrastate telecommunications services provided by Company to business and residential customers within the State of Tennessee.
- 2.1.B. Company is a pure reseller and as such has no direct control over availability of service switching, operator services, 911 or E911 emergency service. Company is not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services. Company resells the Telecommunications Services of underlying common carriers.
- 2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.D. The Customer is entitled to limit the use of Carrier's services by End User's at the Customer's facilities.

2.2 Use of Services

- 2.2.A. Carrier's Services may be used for any lawful propose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services (Cont'd)

- 2.2.C. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3 Liability of Carrier

- 2.3.A. Due to unavoidability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 2.3.B. When service is interrupted for a period of at least twenty-four (24) hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each twenty-four (24) hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges. No credit shall be issued for interruptions of less than six (6) hours.
- 2.3.C. The liability of the Carrier for any loss or damages whatsoever arising out to mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental, or exemplary damages.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of Carrier (Cont'd)**

- 2.3.D. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company including the provision of E911 services; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.3.E. Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage; is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.3.F. Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.G. Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.
- 2.3.H. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.A. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that End Users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to End Users. The Customer is also responsible for the payment of charges for calls originated at The Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.B. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.4.C. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.D. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Responsibilities of the Customer (Cont'd)**

- 2.4.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
- 2.4.E.1 If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.
- 2.4.E.2 If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.
- 2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff. The Company reserves the right to refuse an application of service made by a present or former Customer who is, or was previously, indebted to the Company.
- 2.4.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.4.H. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3. above, arising in connection with the provision of service by Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Cancellation or Interruption of Services**

2.5.A. Without incurring liability, Carrier may discontinue services to a customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.B. following:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due;
2. For violation of any of the provisions of this Tariff;
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services; or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

2.5.B. Procedures for discontinuance of existing service:

1. Carrier may discontinue service without notice for any of the following reasons:
 - a. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
 - b. If a Customer or User uses Carrier's services in a manner to violate the law.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Cancellation or Interruption of Services (Cont'd)****2.5.B. Procedures for discontinuance of existing service (Cont'd)**

2. In all other circumstances, Carrier will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance, and will allow the Customer not less than ten (10) days to remove the cause for discontinuance.
3. In cases of non-payment of charges due, the Customer will be given five (5) days written notice via first class mail that disconnection will take place. Disconnection may take place at any time within five (5) business days of mailing of the notice.
4. Customer may be given an opportunity to make full payment of all undisputed charges by negotiating a mutually agreeable payment plan. If Customer breaks a payment plan with the Company, Company is not obligated to enter into any further plans. Service may be terminated in accordance with these procedures.
5. Service will not be discontinued on any non-business day where Carrier is not prepared to accept payment of the amount due and to reconnect.

2.5.C. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspection to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Cancellation or Interruption of Services (Cont'd)**

2.5.D. Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

2.6 Billing Arrangements

2.6.A. Customers will be billed directly by Carrier or its intermediary.

2.6.B. Carrier will render bills monthly. Payment is due within thirty (30) day after Carrier renders the bills.

2.6.C. Carrier may impose a late payment charge of 1.5% (18% per year) on any bill not paid within thirty (30) days of receipt by the Customer.

2.6.D. Carrier agrees to abide by all rules and regulations imposed upon it by the Regulatory Authority and applicable Tennessee law.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

2.8 Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or End User, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges (Cont'd)

- 2.8.A. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- 2.8.B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Tennessee Regulatory Authority. The address and the telephone number of the Tennessee Regulatory Authority is:

The Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-050

Telephone: 615-741-2904
Facsimile: 615-741-2336

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits

Carrier does not generally require a deposit from the Customer. At Carrier's discretion, a deposit may be required in accordance with applicable Tennessee law.

2.11 Taxes

All federal excise taxes, FCC charges/fees and state and local sales taxes, are billed as separate line items on periodic bills and are not included in the quoted rates in this Tariff. Customer shall be responsible for all applicable taxes.

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SECTION 3. DESCRIPTION OF SERVICES

3.1 Calling Card Service

The Company's Calling Card Service permits Customers to place calls utilizing Company issued Calling Cards for billing purposes.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.2 Local Exchange Service**

The Company provides a Customer with a voice-grade communications channel and unique telephone number address(es) which enable the Customer to:

1. Place calls to any calling station in the local calling area as defined in this tariff;
2. Receive calls from any calling station in the local calling area as defined in this tariff;
3. Access Enhanced 911 Emergency Service of the underlying carrier;
4. Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
5. Access Operator Services;
6. Access Directory Assistance Services;
7. Place or receive calls to 800/888/877 telephone numbers;
8. Access Telecommunications Relay Service.

3.3 Local Exchange Service Area

- 3.3.A. Unless otherwise indicated in this tariff, the exchange areas for all customers whose premises are located in Bell South territory, will be the same as Bell South exchange areas.
- 3.3.B. The Company concurs with Bell South's exchange areas and exchange maps listed in its respective Local Exchange Tariffs which are on file with the Commission.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.4 Emergency Calls (Enhanced 911)**

Allows Customers to reach the appropriate emergency services including police, fire and medical assistance. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the appropriate emergency services provider located closest to the Caller's location. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP). Carrier has no control over the E911 services of its underlying carrier, and shall not be liable for any harm of any kind (including but not limited to damage to person, property or guests) for the failure of any E911 service.

3.5 Promotions

Carrier may from time to time offer promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. Promotions are subject to Regulatory Authority Tariff approval.

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Issued by: Tariff Administrator
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Effective:

SECTION 4. LONG DISTANCE RATES AND CHARGES

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Issued:

Issued by: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway

Effective:

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES

5.1 Definitions

5.1.A SERVICE CHARGE

5.1.A.1 Service Charges is a nonrecurring charge (or charges) applying to the ordering, installing, moving, changing, rearranging or furnishing of telecommunication services or facilities. Service Charges are categorized as:

1. Line Connection Charge
2. Line Change Charge
3. Secondary Service Charge
4. Premises Work Charge

5.1.A.2 Line Connection Charge (First Line, Additional Line) applies for establishing an exchange access line or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.

5.1.A.3 Line Change Charge (First Line, Additional Line) applies per line to miscellaneous customer requested changes on existing service for, but not limited to, number change and suspend/restore.

5.1.A.4 Secondary Service Charge applies per customer request for the receiving, recording, and processing of customer requests to change service or add new or additional services.

5.1.A.5 Premises Work Charge is a nonrecurring charge based on the labor time and miscellaneous material required to perform customer requested work such as rearranging the drop wire, protector and/or network interface.

5.1.B CUSTOMER REQUEST

The term "per customer request" as used in this section shall be defined as a customer request for service that is ordered at the same time to be provided on the same date, the same premises, the same system, and the same account.

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)

5.2 Application of Charges

5.2.1 General

- A. Except as provided hereinafter, the following are subject to service charges.
 - 1. All classes of Basic Exchange Service
 - 2. Wide Area Telecommunications Service (Intrastate)
 - 3. Telephone Answering Service
 - 4. Miscellaneous services arrangements
- B. The Line Connection Charge includes a standard voice miniature six position network interface for simple type services which do not require other network interfaces.
- C. Installation charges throughout this Tariff may be applicable in addition to the charges in this section.
- D. Service charges may be required to be paid at the time of application for service.

5.2.2 Line Connection Charge Application

- A. The First Line Connection Charge is applicable if the customer is requesting only one line or for the first line if multiple lines are being ordered.
- B. The Additional Line Connection Charge applies for each additional line on the customer's request after the first line.
- C. The Line Connection Charge applies:
 - 1. For the connection of an exchange access line. The charge is applicable per exchange access line.

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)

5.2 Application of Charges (Cont'd)

5.2.3 Line Change Charge Application

- A. The First Line Change Charge is applicable if the customer is requesting changes on only one line or for the first line if changes are being made on multiple lines.
- B. The Additional Line Connection Charge applies for each additional line on the customer's request after the first line.
- C. If the First Line Connection Charge applies on a customer request, any additional Line Change Charges applicable for the same customer request will be billed at the Additional Line Change Charge rate.
- D. The Line Change Charge applies:
 - 1. For each telephone number changed when requested by the customer.
 - 2. For each line being temporarily suspended at the request of a customer.
 - 3. For changing from loop start to ground start and vice versa and for changing from a line to a trunk and vice versa.
 - 4. For changing from Foreign Central Office Service to home wire center and vice versa.

5.2.4 Secondary Service Charge Application

- A. The Secondary Service Charge will not apply if a Line Connection Charge or Line Change is applicable.
- B. The Secondary Service Charge applies for adding or rearranging:
 - 1. Custom Calling Service.
 - 2. Customer requesting directory listing changes, except where excluded in this Tariff.

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.2 Application of Charges (Cont'd)****5.2.4 Secondary Service Charge Application (Cont'd)**

B. The Secondary Service Charge applies for adding or rearranging: (Cont'd)

3. Remote Call Forwarding
4. Other features or service for which the line Connection Charge and line Change Charge are not applicable, unless specifically excluded.

C. The Secondary Service Charge applies for:

1. Transfers of responsibility. (See Service Charge Exceptions.)
2. Changing from residence to business service and vice versa. If the telephone number changes, the Line Change Charge applies in lieu of the Secondary Service Charge. The business charge applies when changing to business and the residence charge applies when changing to residence.
3. Rearrangement of drop wire, protector, and/or network interface. Additionally, Premises Work Charges will apply.

5.2.5 Premises Work Charge Application

- A. The appropriate Line Connection Charge, Secondary Service Charge or Line Change Charge applies in addition to the Premises Work Charge.
- B. Premises Work Charges apply per customer request, per Company employee performing billable work on the customer's premises. The sum of their time is used to determine the number of fifteen minute increments to be billed. Only one initial increment is to be billed per customer request except when the customer specifically requests more employees than the Company would normally dispatch. Where additional employees are specifically requested by the customer, the initial increment charge will also apply per additional company specifically requested.

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.2 Application of Charges (Cont'd)****5.2.5 Premises Work Charge Application (Cont'd)****C. Premises Work Charges apply:**

1. For, but not limited to, rearrangement of drop wire, protector and/or network interface.
2. As required for Trouble Determination.

D. The customer may request an estimate before ordering work done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed is based on the actual billable time necessary to complete the request.**5.2.6 Service Charge Exceptions****A. Service Charges do not apply for:**

1. Changing from Touch-Tone Service to Rotary-Dial Service, or vice versa.
2. Changing from a private or semiprivate listing to a listed number.
3. Changing the primary listing of a residence customer to the name of the remaining spouse in the event of death or divorce of the spouse currently listed.
4. Changes in grade of service, e.g., from two-party to one-party.
5. Changing to and from flat, message or measured rate basic local service. This includes changing from one measured service option to another. This does not include a change from residence service to business service or vice versa.
6. Converting existing service to Lifeline.
7. The move from a premises which has been destroyed or made untenable by a disaster such as a tornado, fire, flood, etc., when equivalent service is established, to the new/temporary location or for the move back into the original location.
8. Changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.
9. Requests for establishing toll credit cards.
10. Requests for full or partial disconnection.

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)

5.2 Application of Charges (Cont'd)

5.2.6 Service Charge Exceptions (Cont'd)

B. When a customer's request is provided:

1. In accordance with a promotional waiver, additional service subject to an equal or lesser Service Charge may be made a part of the promotional order. Charges for Line Connection, Line Change, or Premises Work may apply for additional service.
2. In accordance with the Service Charge waivers, additional features or service subject to the Secondary Service Charge may be made a part of the waiver order.

5.2.7 Installment Billing

- A. Except as provided in this paragraph, service charges may be required to be paid at the time of application for service. Service may be established in advance of payment of service charges for additions to the service of existing subscribers and for any service provided for the use of departments, administrations or agencies of the Federal, State, County or Municipal Government. Service Charges may be paid in monthly installments of not less than the amounts shown below not to exceed a total of more than twelve months. If additional such charges are incurred while a balance is due on the previous charges, the above treatment will apply separately to the new charges.

1. Per month, minimum

Monthly Rate

(a)	Residence	\$5.00
(b)	Business	\$5.00

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.3 Schedule of Charges for Connecting or Changing Service****5.3.1 Rates and Charges****A. Line Connection Charges****1. Applies per exchange access line.**

	Residence	Business
(a) First Line (per customer request)	\$41.50	\$58.50
(b) Additional Line (each)	\$18.00	\$31.00

B. Line Change Charge**1. Applies per exchange access line.**

(a) First Line (per customer request)	\$28.00	\$47.00
(b) Additional Line (each)	\$15.00	\$15.00

C. Secondary Service Charge**1. Applies per customer request**

(a) Each	\$20.00	\$24.00
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D. Premises Work Charge**1. First 15-minute increment or fraction thereof**

(a) Per increment	\$28.00	\$28.00
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2. Each additional 15-minute increment or fraction thereof

(a) Per increment	\$11.00	\$11.00
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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.4 Monthly Exchange Rates****5.4.1 Flat Rate Service**

- A. The rates specified herein, with zone mileage charges when applicable to service furnished outside the base rate area of an exchange, entitle subscribers to an unlimited number of messages to all station lines bearing the designation of central offices within the serving exchange and additional exchanges as shown in A.3.6, Local Calling Areas of this Tariff.

1. Exchange

	Residence	Business
Rate Group 1	7.55	27.05
Rate Group 1C	10.30	29.80
Rate Group 2	8.50	30.80
Rate Group 2B	9.00	32.70
Rate Group 2C	9.95	91.75
Rate Group 2D	9.05	32.75
Rate Group 3	9.05	32.75
Rate Group 3B	9.35	33.75
Rate Group 4	11.85	39.05
Rate Group 5	12.15	39.70
Rate Group 5 (Tennessee Only)	12.15	39.70
Rate Group 5 (Mississippi Only)	7.55	27.50

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)

5.4 Monthly Exchange Rates (Cont'd)

5.4.2 Message Rate Service

- A. Individual Line Message Rate Service is offered only in the exchanges shown herein. The rates specified with a zone charge, when applicable to service furnished outside the BRA of an exchange, entitle subscribers to the number of messages specified to all stations in the local calling area; i.e., all stations bearing the designation of central offices of the serving exchange and additional exchanges as shown in Bell South's, Local Calling Areas. Additional local calling area messages placed over the line during a month are charged for at the rates specified following based on mechanized records kept of all calls originated on the line. When a customer subscribes to more than one message rate line.
1. If the lines are non-consecutive each line is considered separately in determining additional messages; or
 2. If the lines are consecutive the messages on all lines and the combined message allowance is used in determining billable additional messages.

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.4 Monthly Exchange Rates (Cont'd)****5.4.2 Message Rate Service (Cont'd)****B. Business Individual Line Service****1. Exchange**

Rate Group 3	\$23.95
Rate Group 4	\$29.05
Rate Group 5	\$29.75

- C.** A monthly message allowance and a local message charge applies in addition to the charges shown preceding for Business Individual Line Service.

1. Monthly message allowance

	Monthly Rate
(a) Each line -75	\$-

2. Local message charge

	Charge Per Call
(a) Each message	\$.10

D. Residential Individual Line Service**1. Exchange****Adams-Cedar Hill**

	Monthly Rate
Rate Group 1	\$5.15
Rate Group 2	\$4.25
Rate Group 2C	\$5.00
Rate Group 3	\$4.55
Rate Group 4	\$5.95
Rate Group 5	\$6.10

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.4 Monthly Exchange Rates (Cont'd)****5.4.2 Message Rate Service (Cont'd)****D. Residential Individual Line Service (Cont'd)****1. Exchange (Cont'd)****Bulls Gap****Monthly Rate**

Rate Group 1	\$3.80
Rate Group 1C	\$5.15
Rate Group 3	\$5.95
Rate Group 3B	\$4.70
Rate Group 4	\$3.80
Rate Group 5	\$6.10

Cleveland**Monthly Rate**

Rate Group 1	\$3.80
Rate Group 2	\$4.25
Rate Group 3	\$4.55
Rate Group 4	\$5.95
Rate Group 5	\$6.10

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)

5.4 Monthly Exchange Rates (Cont'd)

5.4.2 Message Rate Service (Cont'd)

D. Residential Individual Line Service (Cont'd)

1. Exchange (Cont'd)

Dickson

Monthly Rate

Rate Group 1	\$3.80
Rate Group 2	\$4.25
Rate Group 3	\$5.95
Rate Group 4	\$5.95
Rate Group 5	\$6.10

Georgetown

Monthly Rate

Rate Group 1	\$3.80
Rate Group 2	\$4.95
Rate Group 4	\$5.95

Goodlettsville

Monthly Rate

Rate Group 1	\$3.80
Rate Group 2	\$4.25
Rate Group 4	\$5.95
Rate Group 5	\$6.10

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.4 Monthly Exchange Rates (Cont'd)****5.4.2 Message Rate Service (Cont'd)****D. Residential Individual Line Service (Cont'd)****1. Exchange (Cont'd)****Huntingdon****Monthly Rate**

Rate Group 1	\$3.80
Rate Group 3	\$4.55
Rate Group 4	\$5.95

Jellico**Monthly Rate**

Rate Group 1	\$3.80
Rate Group 2	\$4.25
Rate Group 2B	\$4.50
Rate Group 3	\$4.55
Rate Group 4	\$5.95
Rate Group 5	\$6.10

Lynnville**Monthly Rate**

Rate Group 1	\$3.80
Rate Group 2	\$4.25

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)

5.4 Monthly Exchange Rates (Cont'd)

5.4.2 Message Rate Service (Cont'd)

D. Residential Individual Line Service (Cont'd)

1. Exchange (Cont'd)

Maryville

Monthly Rate

Rate Group 1	\$3.80
Rate Group 1 (Mississippi Only)	\$3.80
Rate Group 2	\$4.25
Rate Group 4	\$5.95
Rate Group 5	\$6.10
Rate Group 5 (Tennessee Only)	\$6.10

Normandy

Monthly Rate

Rate Group 1	\$3.80
Rate Group 2	\$4.25
Rate Group 3	\$4.55
Rate Group 4	\$5.95
Rate Group 5	\$6.10

Sango

Monthly Rate

Rate Group 1	\$3.80
Rate Group 2	\$4.25
Rate Group 2D	\$4.55
Rate Group 3	\$4.55
Rate Group 4	\$5.95
Rate Group 5	\$6.10

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)

5.4 Monthly Exchange Rates (Cont'd)

5.4.2 Message Rate Service (Cont'd)

D. Residential Individual Line Service (Cont'd)

1. Exchange (Cont'd)

Trenton

Monthly Rate

Rate Group 1	\$3.80
Rate Group 2	\$4.25
Rate Group 4	\$5.95
Rate Group 5	\$6.10

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.4 Monthly Exchange Rates (Cont'd)****5.4.2 Message Rate Service (Cont'd)**

- E. A monthly usage allowance and a local message charge applies in addition to charges shown preceding for Residential Individual Line Service.

1. Usage allowance

	Usage Allowance
(a) Each line	\$3.08

2. Local message charge

	Charge Per Call
(a) Each message	\$.10

5.4.3 Measured Rate Service

- A. Individual line measured rate service is available only in certain offices of the exchanges shown herein. Measured rate service will not be offered in certain areas as listed in Bell South's Tariff.

Measured rate service required special equipment and arrangements and is furnished only when such equipment and arrangements are available.

The rates specified, with zone charges applicable to those services furnished outside the BRA of an exchange, entitle subscribers to a usage allowance for calls completed to station in the local calling area, i.e., all stations bearing the designation of central offices of the service exchange and additional exchanges.

Charges for local usage in excess of the allowance are specified in 5.4.2.C preceding and are based on mechanized records kept of all calls originated on the line.

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.4 Monthly Exchange Rates (Cont'd)****5.4.3 Measured Rate Service (Cont'd)****1. Individual Line Service Monthly Charged****Exchange (Cont'd)****Adams-Cedar Hill**

	Residence		
	Low Use	Standard	Business
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 5	\$4.85	\$8.50	\$27.80

Bean Station

	Residence		
	Low Use	Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 2C	\$4.08	\$6.95	\$22.25
Rate Group 3	\$3.60	\$6.35	\$22.95
Rate Group 3B	\$3.75	\$6.55	\$23.65
Rate Group 4	\$4.75	\$8.30	\$27.35
Rate Group 5	\$4.85	\$8.50	\$27.80

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.4 Monthly Exchange Rates (Cont'd)****5.4.3 Measured Rate Service (Cont'd)****1. Individual Line Service Monthly Charged****Exchange (Cont'd)****Cedar Grove**

	Low Use	Residence Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 1C	\$4.10	\$7.20	\$20.85
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 3	\$3.60	\$6.35	\$22.95
Rate Group 4	\$4.75	\$8.30	\$27.35
Rate Group 5	\$4.85	\$8.50	\$27.80

Cumberland City

	Low Use	Residence Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 3	\$3.60	\$6.35	\$22.95
Rate Group 4	\$4.75	\$8.30	\$27.35
Rate Group 5	\$4.85	\$8.50	\$27.80

Fairview

	Low Use	Residence Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 3	\$3.60	\$6.35	\$22.95
Rate Group 5	\$4.85	\$8.50	\$27.80

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.4 Monthly Exchange Rates (Cont'd)****5.4.3 Measured Rate Service (Cont'd)****1. Individual Line Service Monthly Charged****Exchange (Cont'd)****Gaitlinburg**

	Residence		
	Low Use	Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 4	\$4.75	\$8.30	\$27.35
Rate Group 5	\$4.85	\$8.50	\$27.80

Henning

	Residence		
	Low Use	Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 3	\$3.60	\$6.35	\$22.95
Rate Group 4	\$4.75	\$8.30	\$27.35
Rate Group 5	\$4.85	\$8.50	\$27.80

LaGrange

	Residence		
	Low Use	Standard	Business
Rate Group 5	\$4.85	\$8.60	\$27.80

Lake City

	Residence		
	Low Use	Standard	Business
Rate Group 4	\$4.75	---	\$37.35

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)**5.4 Monthly Exchange Rates (Cont'd)****5.4.3 Measured Rate Service (Cont'd)****1. Individual Line Service Monthly Charged****Exchange (Cont'd)****Lawrenceburg**

	Residence		
	Low Use	Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 2B	\$3.60	\$6.30	\$22.90
Rate Group 4	\$4.75	\$8.30	\$27.35
Rate Group 5	\$4.85	\$8.50	\$27.80

Note 1: Exception Rate.

McEwen

	Residence		
	Low Use	Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 1 (Mississippi Only)	\$3.00	\$5.30	\$18.95
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 2B	\$3.60	\$6.30	\$22.90
Rate Group 4	\$4.75	\$8.30	\$27.35
Rate Group 5	\$4.85	\$8.50	\$27.80
Rate Group 5 (Tennessee Only)	\$4.85	\$8.50	\$27.80

Normandy

	Residence		
	Low Use	Standard	Business
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 4	\$4.75	\$8.30	\$27.35
Rate Group 5	\$4.85	\$8.50	\$27.80

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)

5.4 Monthly Exchange Rates (Cont'd)

5.4.3 Measured Rate Service (Cont'd)

1. Individual Line Service Monthly Charged

Exchange (Cont'd)

Old Hickory

	Residence		
	Low Use	Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 3	\$3.60	\$6.35	\$22.95
Rate Group 4	\$4.75	---	\$27.35
Rate Group 5	\$4.85	\$8.50	\$27.80

Selmer

	Residence		
	Low Use	Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 4	\$4.75	---	\$27.35
Rate Group 5	\$4.85	\$8.50	\$27.80

Springfield

	Residence		
	Low Use	Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 2D	\$3.60	\$6.35	\$22.95
Rate Group 5	\$4.85	\$8.50	\$27.80

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SECTION 5. LOCAL EXCHANGE SERVICE, RATES AND CHARGES (Cont'd)

5.4 Monthly Exchange Rates (Cont'd)

5.4.3 Measured Rate Service (Cont'd)

1. Individual Line Service Monthly Charged

Exchange (Cont'd)

Tiptonville

	Residence		
	Low Use	Standard	Business
Rate Group 1	\$3.00	\$5.30	\$18.95
Rate Group 2	\$3.40	\$5.95	\$21.55
Rate Group 4	\$4.75	\$8.30	\$27.35
Rate Group 5	\$4.85	\$8.50	\$27.80

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SECTION 6 – CUSTOM CALLING FEATURES

	Residence	Business
Call Waiting	\$3.00/month	\$3.90/month
Call Forwarding	\$3.50/month	\$4.75/month
Busy Line	+\$1.00/month	+\$4.25/month
Don't Answer	+\$1.00/month	+\$4.25/month
Three Way Calling	\$4.00/month	
Per Use	\$0.90	
Speed Dialing		
8 code	\$3.75/month	\$4.50/month
30 code	\$4.00/month	\$5.50/month
Repeat Dialing	\$4.00/month	\$5.50/month
Per Use	\$0.90	\$0.90
Caller ID	\$7.00/month	\$10.00/month
*69	\$4.50/month	\$5.50/month
Per Use	\$.90	\$.90
Voice Mail	\$2.00	\$10.50

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